UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:

Patricia Cox, Christopher Cox, Debtors Chapter 13

Case No. 23-41043

MOTION OF DEBTORS FOR ORDER AUTHORIZING EMPLOYMENT OF REAL ESTATE SALES AGENT

Now come Debtors and request authorization to employ Michael Russell of Century 21 Signature Properties as their real estate agent and in support of this Motion provide as follows:

- 1. The Debtors filed for Chapter 13 bankruptcy protection on December 13, 2023.
- 2. The Debtors are the owners of the real estate at 54 Arcopolis, Lowell, MA (subsequently called "real estate"). Debtors want to employ Michael Russell as a sales agent to market and sell the real estate.
- 3. Michael Russell has no prior relationship with the creditors, any party in interest, or their attorneys.
- 4. Michael Russell is a licensed sales agent working for Century 21 Signature Properties and is qualified to represent the Debtors in marketing and selling the real estate based on his past experience and familiarity with the real estate in the area.
- 5. Filed herewith is an Affidavit consistent with M.B.L.R. 2014-1, executed by Michael Russell.
- 6. Michael Russell holds no interest adverse to the estate and is a "disinterested person" as the term is defined in 11 U.S.C. s.101(14). Michael Russell' employment is in the best interest of the Debtors and their estate.
- 7. Michael Russell will complete the sale for a commission of five percent (5%).
- 8. The Debtors seek authority to pay the commission to Michael Russell and Century 21 Signature Properties as an ordinary expense of administration when the real estate is sold and without further court order.

Wherefore, the Debtors request that this Court enter an Order authorizing them to employ Michael Russell for the reasons set forth herein, and granting the Debtors such other relief as is just and proper.

Debtors,

by their attorney,

Date: March 19, 2024

/s/John Ullian John Ullian, Esq. The Law Firm of Ullian & Associates, P.C. 220 Forbes Road, Suite 106 Braintree, MA 02184 (781) 848-5980 BBO # 542786

UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:

Patricia Cox, Christopher Cox, Debtors Chapter 13

Case No. 23-41043

AFFIDAVIT OF MICHAEL RUSSELL IN SUPPORT OF DEBTORS' MOTION TO EMPLOY SALES AGENT

I, Michael Russell, state as follows:

- 1. I am a real estate agent duly licensed by the Commonwealth of Massachusetts. I am affiliated with Century 21 Signature Properties, the broker named in the attached Motion.
- 2. I am familiar with Debtors' Motion and the real estate described therein, and I believe that I am qualified to represent the Debtors and their estate in connection with the marketing of said real estate. I have agreed to accept employment on terms and conditions set forth in the Debtors' Motion (which is attached).
- 3. I hereby represent that neither I nor any member or employee of my firm holds or represents any interest adverse to the estate of the above named Debtors.
- 4. My firm and I have no other business relationship with the Debtors or other party in interest, or their respective attorneys, other than our attempting to sell this real estate.
- 5. I hereby represent that I have agreed not to share with any person the compensation to be paid for the services rendered in this case, except among the members of my brokerage office and the real estate firm that procures the buyer.
- 6. I hereby represent that the only agreement I have concerning my compensation with the Debtors is to handle this sale on a commission fee basis of 5% of the sale price (see copy of agreement attached and labeled Exhibit A).
- 7. I hereby disclose that prior to the filing of the petition of the case I did not receive from the Debtors a retainer or any other compensation.
- 8. I agree to, at all times during the course of my employment in this matter, comply with all applicable provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure and the Massachusetts Local Bankruptcy Rules.
- 9. I shall amend this statement immediately upon my learning that (a) any of the within representations are incorrect, or (b) there is any change of circumstances relating thereto.

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10. I have reviewed the provisions of M.L.B.R. 2016-1.

I declare under penalty of perjury that the foregoing is true and correct, executed this day of March, 2024.

Michael Russell

OFFICIAL FORM 7

United States Bankruptcy Court District of Massachusetts

Tm #0	Patricia Ann Cox		•		Case No.	23-41043
In re	Christopher Joseph Cox		Debtor(s)		Chapter	13
	DEOL	ADATION E	e, el ecti	RONIC FILIN	G	
	DECL	AKATION	(E. ELECTI	CONIC FILIN	G	
PART	I- DECLARATION OF PETITION	ER				
that th	I [We] Michael Russell, ned in my (singly or jointly is DECLARATION is to be filed w Document. I understand that failury request contained or relying the	the "Documo ith the Clerk ure to file this	ent"), filed e ; of Court el s <i>DECLAR/</i>	electronically, ectronically co A <i>TION</i> may c	is true and oncurrent ause the I	ly with the electronic illing
with th	I further understand that pursuar documents containing original sig ne Court are the property of the ba tered User for a period of five (5)	ınatures exe ınkruptcy es	cuted unde tate and sh	r the penaltie all be maintai	s of perjur	ry and filed electronically
Dated	d:	Signed:	Michael Rus (Affiant)	ssell		
PART	II - DECLARATION OF ATTORN	EY (IF AFF	IANT IS RE	PRESENTE	BY COL	INSEL)
establ knowl	I certify that the affiant(s) signed Document and this DECLARATION ished by local rule and standing onedge and my signature below constructed and will comply with the	DN, and I ha order. This <i>I</i> ostitutes my	ive followed DECLARAT certification	all other elec ON is based of the forego	tronic filin on all info	ormation of which I have
Date						
	Signed					
			Att	orney for Affia	ant	
	•					

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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT #715 (Page 1 of 3)

(With Consent To Designated Agency and Consent To Dual Agency)



I/We	Patricia Cox	
("SELLER"), hereby grant to	Century 21 Signature Properties	, a real estate
broker licensed under the laws of the Con	mmonwealth of Massachusetts ("BROKER"), the exclusive right to 54 Acropolis, Lowell, MA 01854	
and recorded in the Middlesex	County Registry Of Deeds at Book 2871	Page 211
("PROPERTY") on the following terms and	conditions:	
during the term of the Agreement and the including completing lead paint (if property by the SELLER or by anyone else, the fe offer compensation to other licensed broke service; (c) to place a sign on the PROPEI and (e) to place a lock box on the PROPEI the PROPERTY provided to the BROKER receipt of a Mandatory Licensee-Consutthe National Association of REALTORS®, with and compensation to subagents, buy broker or seller will represent the interest of the seller and buyer. The SELLER agreements of the seller and buyer are selled as a ris accompanied by the Broker, via lockbox likelihood of injury, damage and loss. Self liability during any showing or open house, and agrees that showings may be conducting the property to be listed does does not google Home, Ring, etc. If a device is prefurther acknowledges that it is a crime in Mandatory.	SELLER agrees to refer all inquiries to the BROKER, to cooperate built before 1978) and other forms. If the PROPERTY is sold to a see described in paragraph 4 shall be due. The BROKER is authorized as buyer's agents or facilitators; (b) to place a listing for the PROPERTY in such meters as buyer's agents or facilitators; (b) to place a listing for the PROPERTY in such meters. The SELLER authorizes the BROKER to disclose to prosper by the SELLER, all of which the SELLER represents to be accurated the SELLER has been advised of (1) the broker's general companyer's agents and facilitators; (2) the fact that a buyer's agent, ever of the buyer; and (3) any potential for the listing broker to act as sees to comply with all applicable fair housing laws. Seller is awards of loss or damage to property of the seller during a showing or exact a complete to indemnify, defend and hold Broker and its agents have agreed to indemnify, defend and hold Broker and its agents have essence of the Broker. Seller further understands and agrees that dideotape the property unless expressly stated to the contrary. Select have recording devices, including, but not limited to devices sugesent, Seller hereby states that it records audio, video, or Massachusetts to secretly hear or record another individual without	buyer procured by the BROKER, buyer procured by the BROKER, orized, but is not required: (a) to PROPERTY in any multiple listing edia as the BROKER may select; ctive buyers all information about ate. The SELLER acknowledges thics and Standards of Practice of my policies regarding cooperation and if compensated by the listing a disclosed dual agent on behalf are that there is a risk of injury to open house, whether the showing entry for marketing to minimize the armless from any loss or claim of all misconduct. Seller understands ectors or appraisers may conduct to other licensees and prospective lier hereby acknowledges that the lich as: Nest, Arlo, Amazon Echo, in both audio and video. Seller unterstands the interpretation of the licensees and consent.
2. Listing Price. The listing price for the P the SELLER may approve.	PROPERTY shall be \$579,000 dollars	s or such other price and terms as
3. Listing Period. This Agreement shall and may be extended by agreement.	begin on 03/01/2024 and end on 10/3	1/2024
ready, willing and able to buy at a price a BROKER shall be due a fee of or title passes. Said fee shall be paid at th aforesaid fee shall also be due upon sale any extension or who entered into an agr expiration of the term or any extension, rec	this Agreement or any extension the PROPERTY is sold or the Band on the terms set forth herein or on such other price and terms. percent of the net / gross (circle one) selling price, whene time set for closing and may be deducted from amounts held be of the property to any person who was introduced to the PROPE reement to purchase during the term, during any extension or wittingardless of the date that title passes, except if the SELLER has emposit is retained by the SELLER as liquidated damages for default to	s as the SELLER may agree, the other or not the transaction closes by BROKER as escrow agent. The ERTY during the aforesaid term or thin 180 days after tered into an exclusive agreement

for sale of the PROPERTY, the BROKER shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to BROKER if a sale had been completed. (b) SELLER shall not pay any other broker for services in

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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT #715 (Page 2 of 3)

(With Consent To Designated Agency and Consent To Dual Agency)



connection with sale of the PROPERTY nor give any instruction that reduces the BROKER'S fee, except if the BROKER has given written consent. Acceptance of escrowed funds shall not constitute consent. Should SELLER violate the foregoing provision and BROKER initiates or is caused to participate in any lawsuit, arbitration or other proceeding, including an interpleader action, BROKER shall be reimbursed by SELLER: (i) for BROKER'S reasonable attorneys' fees and costs; and (ii) to receive from SELLER interest at the legal rate on the amount due BROKER. (c) All disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local association/board of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association ("AAA") or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of three (3) arbitrators according to the then current rules of the association/board of REALTORS® (or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA), and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Except as provided for proceedings pursuant to paragraph (b), reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration or lawsuit. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the interest.

injury actually suffered.			
5. Broker Cooperation. BROKER hereby advises SELLE follows: buyer's agents 1% of the selling p	R that BROKER will offer comprise; facilitators (non-agents)	pensation to co	operating real estate licensees a % of the selling price. If subagenc
will be offered, Consent To Subagency form must be sign whether an offer has been submitted on the PROPERTY at the listing agent, by another licensee associated with the B offer shall remain confidential until closing, unless otherwise	ned. SELLER hereby authorized and to disclose whether the offer ROKER, or by a cooperating bro	s the BROKER r is from a buye	to disclose to prospective buyer r introduced to the PROPERTY b
6. Broker's Duties. The BROKER agrees to use reasonal multiple listing servi	ee. The BROKER shall have no	obligation to co	ontinue to market the PROPERT
after an offer has been accepted. The BROKER is not hire SELLER should hire professionals. It shall not constitute a BROKER to advise a prospective buyer of the availability of	violation of any duty owed by	the BROKER or	r by any agent associated with th
7. Consent To Designated Agency. A designated agent represent a buyer as a "designated buyer's agent" or to represent a gency only that designated agent represents the party to the transaction and by consenting to designated agents over fiduciary duties to their respective to their respective to the SELLER and will owe the SELLER the duties obedience to lawful instruction; (b) all other licensees affiliate other duties specified in paragraph (a) to that SELLER, the same broker represent the SELLER and buyer in a transinterests of the SELLER and buyer, but will continue to ow account for funds. By signing this agreement, SELLER as SELLER in a transaction, a notice will be given. The design	resent a seller as a "designated he buyer or seller. Any other age ency the buyer or seller permits to pective clients. SELLER is further at of loyalty, full disclosure, confid ated with the appointing BROKE and may potentially represent the saction, the appointing broker she the SELLER and buyer the duconsents to designated agence.	seller's agent." into affiliated with those agents to readvised that: (in entiality, to account will not represent buyer; and (c) all be a dual agenties of confident by. If BROKER is	When a buyer or seller consents to the BROKER may represent another party. Individual a) the designated seller's agent wount for funds, reasonable care an sent the SELLER nor will they ow) if designated agents affiliated with and neutral as to any conflicting tallity of material information and itself.

In the event that the designated agent appointed to represent SELLER ceases to be associated with the BROKER, SELLER hereby consents to appointment by BROKER of one or more agents associated with the BROKER to represent SELLER. Written notice of that appointment shall be given by BROKER to SELLER in a timely manner.



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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT #715 (Page 3 of 3)

(With Consent To Designated Agency and Consent To Dual Agency)



8. Consent To Dual Agency. SELLER understands that the designated seller's agent with whom SELLER is working also represents buyers and that if that designated seller's agent introduces the PROPERTY to a buyer who is also represented by that agent, a "dual agency" will be created. The designated seller's agent may act as a dual agent who represents both prospective buyer and seller with their informed written consent. A dual agent is authorized to assist the buyer and seller in a transaction, but shall be neutral with regard to any conflicting interest of the buyer and seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds. SELLER understands that material information received from either client that is confidential may not be disclosed by a dual agent, except: (1) if disclosure is expressly authorized; (2) if such disclosure is required by law; (3) if such disclosure is intended to prevent illegal conduct; or (4) if such disclosure is necessary to prosecute a claim against a person represented or to defend a claim against the broker or salesperson. This duty of confidentiality shall continue after termination of the brokerage relationship. When the agent with whom the seller is working is a dual agent, the broker with whom the agent is affiliated is also a dual agent and shall remain neutral as to any conflicting interests of the buyer and Seller. By signing this agreement, SELLER consents to have the designated seller's agent(s) act as a dual agent. Except as expressly provided, this dual agency shall not extend to other licensees affiliated with BROKER. If dual agency occurs in a transaction, a notice of dual agency will be given.

Additional Terms.	h 5 "Broker Compensation" will be reduced in the event the cooperating with the Broker to pay an equal percentage (%) in like circumstances.
ensees do not have an agreement in place t	with the Broker to pay an equal percentage (%) in like circumstances.
ne attached "NON-MLS LISTING FORM" her	reinafter becomes a permanent part of this agreement.
	C I I I Alba
This contract is subject to application	on for approval of employing a real estate professional by the
bankruptcy court/trustee.	
No. of L. L. Strangelland	
ller Telephone Number:	
ller Email Address:	
	101
2/29/2024	ax (v)
ATED	SELLER Or Authorized Representative
W A A	
ROKER (Authorized Representative	SELLER Or Authorized Representative

UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:	
Patricia Cox,	Chapter 13
Christopher Cox,	-
Debtors	Case No. 23-41043

ORDER AUTHORIZING EMPLOYMENT OF REAL ESTATE SALES AGENT

Upon the Motion for Order Authorizing Employment of Real Estate Sales Agent, the Debtors seeks authorization to employ Michael Russell of Century 21 Signature Properties to perform the services specified therein; and the Court being satisfied that the Sales Agent represents no interest adverse to the estate with respect to matters upon which he is to be engaged, that he is a disinterested person under s. 327 of the Bankruptcy Code, and employment of the Sales Agent is necessary and would be in the best interests of the estate, the Court finding sufficient cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED:

- 1. That the Debtors are authorized to employ Michael Russell of Century 21 Signature Properties to perform the services described in the Motion.
- 2. That the Debtors are authorized to pay Michael Russell of Century 21 Signature Properties five percent (5%) commission fee for services performed in connection with the sale of the real estate without further application to or Order of this Court and said commission may be paid at the closing on the sale of the Real Estate.

Entered at Worcester, Massachusetts this day of	, 2024.
Bankruptcy Judge	

CERTIFICATE OF SERVICE

I, John Ullian, hereby certify under the pains and penalties of perjury that I served **Motion of Debtors for Order Authorizing Employment of Real Estate Sales Agent** by ECF or mailing a copy of same, postage prepaid, to the interested parties listed below and all creditors listed on the attached service list.

Richard King Office of US. Trustee 446 Main Street, 14th Floor Worcester, MA 01608

Patricia and Christopher Cox 54 Acropolis Road Lowell, MA 01854

Jeanne D'Arc Credit Union Edward P. McCarthy McCarthy Law Office, LLC 303 Wyman Street, Suite 300 Waltham, MA 02451 David A. Mawhinney Chapter 13 Trustee P.O. Box 964 Worcester, MA 01613

George C. Malonis, P.C. 14 Loon Hill Road Dracut, MA 01826

Massachusetts Department of Revenue Litigation Bureau David Mazzuchelli 100 Cambridge St., 7th Flr. P.O. Box 9565 Boston, MA 02114

BBO No. 542786

Date: March 19, 2024

/s/ John Ullian

John Ullian, Esq.

220 Forbes Road, Suite 106

Braintree, MA 02184

(781) 848-5980

Case 23-41043 Label Matrix for local noticing 0101-4 Case 23-41043 District of Massachusetts Worcester

14 Loon Hill Road Dracut, MA 01826-4015

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Massachusetts Department of Revenue Litigation Bureau David Mazzuchelli 100 Cambridge St., 7th Flr. P.O. Box 9565 Boston, MA 02114-9565

Fri Mar 1 11:38:34 EST 2024

Worcester U. S. Bankruptcy Court 595 Main Street Worcester, MA 01608-2060 Ally Bank 4515 N. Santa Fe Ave. Dept. APS Oklahoma City, OK 73118-7901

Ally Bank PO Box 9001951 Louisville, KY 40290-1951 Amazon MRS BPO LLC 1930 Olney Ave Cherry Hill, NJ 08003-2016

American Express PO Box 1270 Newark, NJ 07101-1270

American Express National Bank c/o Becket and Lee LLP PO Box 3001 Malvern, PA 19355-0701

Capital One PO Box 71083 Charlotte, NC 28272-1083 Capital One N.A. 4515 N Santa Fe Ave Oklahoma City, OK 73118-7901

Care Credit/Synchrony Bank PO Box 71715 Philadelphia, PA 19176-1715

Citibank, N.A. 5800 S Corporate Pl Sioux Falls, SD 57108-5027 Citibank, N.A. c/o Quantum3 Group LLC PO Box 280 Kirkland, WA 98083-0280

City of Lowell Water and Sewer Department Lowell, MA 01853

City of Lowell, Law Department 375 Merrimack Street 3rd Floor Lowell, MA 01852-5939

Comenity Bank PO Box 182273 Columbus, OH 43218-2273

(p) DISCOVER FINANCIAL SERVICES LLC PO BOX 3025 NEW ALBANY OH 43054-3025

Discover Bank P.O. Box 3025 New Albany, OH 43054-3025 Ed McCarthy, Esq. 303 Wyman Street, Suite 300 Waltham, MA 02451-1255

Enerbank 650 S. Main Street, Suite 100 Salt Lake City, UT 84101-2870

Estate of Porter c/o Kevin Sullivan, Esq. 9 Fletcher Street, Suite A Chelmsford, MA 01824-2886

Internal Revenue Service P.O. Box 7346 Boston, MA 19101-7346

(p) JEANNE D ARC CREDIT UNION P O BOX 1238 LOWELL MA 01853-1238

(p) JEFFERSON CAPITAL SYSTEMS LLC PO BOX 7999 SAINT CLOUD MN 56302-7999

LVNV Funding, LLC Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587

Lowes/Synchrony Bank PO Box 965003 Orlando, FL 32896-5003 MASS. DEPT. OF REVENUE ATTN:BANKRUPTCY UNIT P.O. Box 7090 Boston, MA 02204-7090

(p) DSNB MACY S CITIBANK 1000 TECHNOLOGY DRIVE MS 777 O FALLON MO 63368-2239

Case 23-41043 Massachusetts Department of Revenue 100 Cambridge Street, 7th Floor PO Box 9564 Boston, MA 02114-9564

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300 Erie Boulevard West Syracuse, NY 13202-4250

National Grid PO Box 371338 Pittsburgh, PA 15250-7338

National Grid PO Box 371396 Pittsburgh, PA 15250-7396

(p) PORTFOLIO RECOVERY ASSOCIATES LLC PO BOX 41067 NORFOLK VA 23541-1067

Quantum3 Group LLC as agent for Credit Corp PO Box 788 Kirkland, WA 98083-0788

Quicksilver Capital One c/o MRS BOP LLC 1930 Olney Avenue Cherry Hill, NJ 08003-2016

Regions Bank DBA EnerBank USA 650 S Main Street, Suite 1000 Salt Lake City, UT 84101-2844

Scolopax, LLC C O WEINSTEIN & RILEY, PS 1415 WESTERN AVE, SUITE 700 Seattle, WA 98101-2051

TJX Mastercard/Synchrony Bank PO Box 71783 Philadelphia, PA 19176-1783

Town of Tyngsborough Collector of Taxes 25 Bryant Lane Tyngsborough, MA 01879-1042

VCFS Auto Leasing Company PO Box 91300 Mobile, AL 36691-1300

Volvo Car Financial Services PO Box 91300 Mobile, AL 36691-1300

Christopher Joseph Cox 54 Acropolis Road Lowell, MA 01854-1302

David A. Mawhinney-Ch13 Chapter 13 Trustee P.O. Box 964 Worcester, MA 01613-0964

John A. Ullian The Law Firm of Ullian & Associates, P.C 220 Forbes Road, Suite 106 Braintree, MA 02184-2711

Patricia Ann Cox 54 Acropolis Road Lowell, MA 01854-1302

Richard King Office of US. Trustee 446 Main Street 14th Floor Worcester, MA 01608-2361

> The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Discover PO Box 15251 Wilmington, DE 19886

Jeanne D'Arc Credit Union 1 Tremont Street Lowell, MA 01854-3658

(d) Jeanne D'Arc Credit Union PO Box 1238 Lowell, MA 01854-3658

Jefferson Capital Systems, LLC PO Box 7999 PO Box 7999 St. Cloud, MN 56302-9617

Macy PO Box 8052 Mason, OH 45040 PORTFOLIO RECOVERY ASSOCIATES, LLC POB 41067 NORFOLK, VA 23541

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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)George C. Malonis, P.C.
14 Loon Hill Road
Dracut, MA 01826-4015

End of Label Matrix
Mailable recipients 48
Bypassed recipients 1
Total 49